

# EXHIBIT A

## SUPREME COURT OF THE STATE OF NEW YORK

## COUNTY OF QUEENS

Joseph Delucia

SUMMONS ~~& COMPLAINT~~

Plaintiff(s)

INDEX NO # 723930/2023

Against

Deutsche Bank Trust Company, McCabe Weisberg &amp; Conway, LLC

Melissa A. Sposato Managing Attorney NY ID 4098323

Defendant(s)


Date purchased

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs attorney within 20 days after the service of this summons exclusive of the day of service or within 30 days after the service is complete if this summons is not personally delivered to you within the state of New York and in case of your failure to appear or answer, judgement will be taken against you by default for the relief demanded in the complaint.

The basis of venue is:

QUEENS COUNTY

Dated:

11/13/2023  


Credit \$245.00

Total: \$245.00

Tr. 2707648  
Documents Pay At Court E-File  
\$245.00 + Notice of Pendence

Tr. 2707648  
\$245.00 + Notice of Pendence

Tr. 2707648  
Notice of Pendence-----\$245.00

Queens County Clerk's Office  
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**SUPREME COURT OF THE STATE OF NEW YORK**  
**COUNTY OF QUEENS**

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**JOSEPH DELUCIA**

**Plaintiff**

**(We Reserve the Right To Amend)**

**VS**

**DEUTSCHE BANK TRUST COMPANY**

**(Request Trial by Jury,**

**McCabe Weisberg & Conway, LLC**

**( Index# 723930/2023**

**Melissa A. Sposato Managing Attorney**

**NY ID4098323**

**Defendant (s)**

**250,000,000-DOLLAR CIVIL COMPLAINT FOR BREACH OF CONTRACT AND**  
**ATTEMPTED FORECLOSURE, CLAIM FOR THE ATTORNEY'S ASSETS**

[ "Cujusque Rei Potissima Pars"] [The Principle Part of Everything Is in The Beginning]

COMES NOW, Joseph Delucia proceeding *in propria persona*, and files his civil lawsuit for wrongful foreclosure on the properties located a **162-19 83<sup>rd</sup> street Howard Beach**, New York, 11414, The plaintiff moves this court for Judgement based on the following facts and case law. The attorney's filed the foreclosure case in state court without a witness before the court to provide the court jurisdiction and therefore State court did not have jurisdiction to hear the case. The fact the attorney filed the foreclosure case in state court acting as a foreign agent robs the state court of jurisdiction due to the fact a foreign must file their claim in Federal Court for the court to have proper jurisdiction. These issues show the intent to deceive and the misconduct on the attorney's part.

30

31

**The Original Contract Was Altered and Stolen:**

32 The original contract in this case was altered, stolen and that there was an addition to the agreement  
33 with the following items that are missing from the contract filed in this case:

34 1) The intent of the agreement is that the original party who funded the alleged loan per the  
35 bookkeeping entries is to be repaid the money,

36 2) The bank or financial institution involved in the alleged loan will follow GAAP,

37 3) the lender or financial institution involved in the alleged loan will purchase the promissory note  
38 from the borrower,

39 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing  
40 of value that a bank or financial institution will use to give value to a check or similar instrument,

41 5) the borrower is to repay the loan in the same specie of money or credit that the bank or financial  
42 institution used to fund the loan per GAAP, thus ending all interest and liens, and

43 6) the written agreement gives full disclosure of all material facts.

44

**Facts of The Dispute:**

45 The bank advertised that they loaned money.

46 a. I applied for a loan.

47 b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan  
48 check.

49 c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.

50 d. There is no bona fide signature on the alleged promissory note.

51 e. The promissory note is a forgery.

52 f. The promissory note—with my name on it— obligates me to pay \$179,000 plus interest,  
53 giving it value today of \$980,000 if it were sold to investors.

54 g. The bank recorded the forged promissory note as a loan from me to the bank.

- 55 h. The bank used this loan to fund the alleged bank loan check back to me.
- 56 i. The bank refused to loan me legal tender or other depositors' money in the amount of \$179,000
- 57 or repay the unauthorized loan it recorded from me to the bank.
- 58 j. The bank changed the cost and the risk of the alleged loan.
- 59 k. The bank operated without my knowledge, permission, authorization, or agreement.
- 60 l. The bank denied me equal protection under the law.
- 61 m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if
- 62 the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's
- 63 legal tender or other depositors' money to fund the bank loan check.
- 64 n. They refused to disclose whether the check was the consideration loaned for the alleged
- 65 promissory note.
- 66 o. The bank failed to disclose if the promissory note is money or not money.
- 67 q. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.

68 **Scheme to Defraud**

- 69 a. The contract filed in this case is forged and missing at least 6- provisions that are listed in the
- 70 original contract.
- 71 b. The foreclosure statute used to provide the court with jurisdiction is not a valid law as it is
- 72 missing the 3 elements the State Constitution mandates must be present to be a valid law.
- 73 c. The State constitution mandates all laws are to be enacted and have an enacting clause, a title,
- 74 and a body.
- 75 d. Original Contract with the signatures of both the alleged borrower, and the lender has never
- 76 been filed in court to verify there was a bilateral contract.
- 77 e. Without a certification of the accounting entries of the attorneys cannot verify there was a
- 78 debt.
- 79 f. The attorney cannot verify agency and therefore the foreclosure lawsuit has a fatal flaw.

g. The foreclosure was filed showing the lender as the plaintiff, however no one from the lender's corporation signed the foreclosure documents.

h. There is no witness before the court to give the court jurisdiction.

i. The affidavit is defective as it is 3<sup>rd</sup> party hearsay and cannot be admitted as evidence at trial.

j. The attorney is not legal before the court because they have not registered with the National Attorney General's Office as mandated by the foreign agent registration act, (F.A.R.A.).

#### **The Lender Failed To Follow GAAP:**

The contract should be rescinded because the attorneys did not provide full disclosure, the contract is extremely deceptive and unconscionable, In re Pearl Maxwell, 281 B.R. 101.

The Truth in Lending Act, Regulation Z, 12 CFR §226.23, states that the security agreement signed with a lender can be rescinded if they have not provided the proper disclosures. The original debt was zero because the Plaintiff's financial asset was exchanged for FED's promissory notes in an even exchange.

Promissory Notes and other commercial instruments are legal tender, financial assets to the originator and a liability to the lender. If a security interest in the note is perfected, by recording it on a lien as a registered security, the maker or originator becomes an entitlement holder in the asset. **But the attorney's do not understand that they have this liability because most of them are unaware of it.**

a. UCC §1-201(24), §3-104, §3-306, §3-105,

b. UCC §§8-102 (7), (9), (15), (17), §8-501, §8-503, §8-511

c. UCC §§9-102(9), (11), (12)(B), (49), (64)

d. 12 USC 1813(l)(1)

The defendant's records will show the defendants have an offsetting liability to the plaintiff pursuant to FAS 95, GAAP and Thrift Finance Reports (TFR).

These records include:

a. FR 2046 balance sheet,

- 106 b. 1099-OID report,
- 107 c. S-3/A registration statement,
- 108 d. 424-B5 prospectus and
- 109 e. RC-S & RC-B Call Schedules

110 **The State Case Is A Violation of 22 USC 611-& The 11<sup>th</sup> Amendment.**

111 There is no admissible evidence to verify the lender signed a contract to provide a loan, and  
112 therefore State Court does not have jurisdiction to rule. The mere fact the lender accepted the  
113 borrower's name on the lien to the property would prove the borrower owned the property free  
114 and clear. The attorney is acting as a "Foreign Agent" for a "Foreign State" (Corporation) who  
115 has commenced this action in violation of the 11th Amendment and in violation of 22 USC 611.  
116 The plaintiff hereby complain and allege as following claims for relief under "Civil Rico"  
117 Federal Racketeering laws (Title 18 U.S.C. 1964) as the lender has established a "pattern of  
118 racketeering activity" by using the U.S. Mail more than twice to collect an unlawful debt and the  
119 defendants are in violation of Title 18 U.S.C. 1341, 1343, 1961 and 1962. The defendants have  
120 obstructed the administration of Justice, and violated the Plaintiff's right to "Due Process"

121 **Jurisdiction:**

122 The Constitution and 28 U.S.C. § 1332 vest federal courts with jurisdiction to hear cases that  
123 "arise under" federal law. The Constitution vests federal courts with the authority to hear cases  
124 "arising under th[e] Constitution [or] the Laws of the United States." U.S. Const. art III, § 2.  
125 Congress vests federal district courts with subject-matter jurisdiction over cases involving  
126 questions of federal law: "The district courts shall have original jurisdiction of all civil actions  
127 arising under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.

128 **Reservation of Rights:**

129 "I reserve my right not to be compelled to perform under any contract, commercial agreement or  
130 bankruptcy that I did not enter knowingly, voluntarily, and intentionally. And furthermore, I do  
131 not and will not accept the liability of the compelled benefit of any unrevealed contract or  
132 commercial agreement or bankruptcy." I have reserved my rights under the UCC 1-308, formerly  
133 1-207, and demand the statutes used in this court be construed in harmony with Common Law.



The code is complimentary to the common law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the common law unless there is a clear legislative intent to abrogate the common law. The code was written as not to abolish the common law entirely. I was not involved with an international maritime contract, so in good faith, I deny that such a contract exists, and demand the court proceed under Common Law Jurisdiction. I'm only aware of two jurisdictions the court can operate under as per the Constitution, and are Common Law, and Admiralty Jurisdiction. If the court chooses to proceed under Admiralty Jurisdiction, I' will need the court to inform me where I' can find the rules of procedures for admiralty jurisdiction for my review, to avoid a violation of my due process, which will result in a civil claim against the court for obstruction of the administration of justice.

Plaintiff's claims are brought forward Under Common Law:

**Elements for Common Law:**

1. Controversy (The listed defendants)
2. Specific Claim (wrongful foreclosure, breach of contract,
3. Specific Remedy Sought by Claimant (250,000,000 Million)
4. Claim Is Sworn To (Affidavit of Verification attached), and I will verify in open court that all herein be true.

**Parties:**

- 1.1, Joseph Delucia, is a resident of Queens County, New York.

**Lack of Jurisdiction No Injured Party:**

The wrongful foreclosure action filed in state court had no injured party and therefore damages should be granted. The 6th Amendment secures that no person will be deprived of life, liberty, or property without due process of law. Therefore, the "the injured party" must appear and state he/she is owed a debt, the debtor must be given the right to challenge this debt for "validation" 15 USC 1692g. Only an "injured party" can claim a debt is owed. "Imaginary persons" cannot appear or give testimony and cannot be the "Plaintiff" of any cause of action. There is no injured

160 party in the state foreclosure case and it and therefore the court did not have jurisdiction. The  
161 attorney filed in the wrong court with the intent to defraud the homeowner and the court.

162 **The Attorney Failed To Establish Agency:**

163 The people have rights, Corporations do not have rights. Among these "Rights" is the right to  
164 contract; the people have this right under 42 USC 1981. The people exercise this right by their  
165 signature and/or Social Security Number. **Corporations cannot sign and therefore cannot**  
166 **enter any contract, with an attorney.** The right to contract is reserved to the people. This is  
167 established by the age-old principle of "Agency". To establish an "Agency", the "Principal" must  
168 ask the "Agent" to perform a task. The "Agent" must agree to perform the task. It is a time-tested  
169 principle, of "American Jurisprudence" that the "Court" must not rely upon the "Agent" to prove"  
170 Agency". The "Court" must follow the "Principal" to establish "Agency". The law is simple no  
171 "Principal" no "Agency" to "Capacity to Sue". Case must be dismissed.

172 **A Corporation Has No Right's Privileges or Immunities:**

173 This civil action filed against the plaintiff in State court was "Fraudulent" because the attorneys  
174 are claiming a "Corporation" has rights, privileges, and immunities in court, common knowledge  
175 dictates a Corporation is an artificial person without natural rights. For an attorney to file a civil  
176 action with a "Corporation" as "Plaintiff" is clear "Fraud on the Court". A "Corporation" cannot  
177 sign a "Power of Attorney" or give any attorney verbal instructions to act on its behalf.  
178 Therefore, no attorney can lawfully represent any "Corporation in court".

179 **FORECLOSED WITH AN ACTIVE BANKRUPTCY FILING PRIOR TO THE SALE**  
180 **AGAINST THE AUTOMATIC STAY FILED ELECTRONICALLY BY THE FEDERAL**  
181 **BANKRUPTCY COURT**

182 As a proximate result of the negligent or reckless conduct of the attorney acting as a 3<sup>rd</sup> party  
183 debt collector the plaintiff suffered injury when the attorney filed unlawful foreclosure using a  
184 foreclosure statute that is missing the 3 elements needed to be considered a valid law. The state  
185 constitution mandates laws to be enacted by congress and they must have an enacting clause, a  
186 title, and a body. The revised statutes use to provide jurisdiction to the court is not a valid law  
187 and therefore rob the court of jurisdiction. The attorneys filed a forged contract in the state

foreclosure case. The contract filed is missing the following provisions agreed upon in the original contract:

- 1) The intent of the agreement is that the original party who funded the alleged loan per the bookkeeping entries is to be repaid the money,
- 2) The bank or financial institution involved in the alleged loan will follow GAAP,
- 3) the lender or financial institution involved in the alleged loan will purchase the promissory note from the borrower,
- 4) the borrower does not provide any money, money equivalent, credit, funds or capital or thing of value that a bank or financial institution will use to give value to a check or similar instrument,
- 5) the borrower is to repay the loan in the same species of money or credit that the bank or financial institution used to fund the loan per GAAP, thus ending all interest and liens, and
- 6) the written agreement gives full disclosure of all material facts.

**Breach of Contract:**

The bank advertised that they loaned me money:

- a. I applied for a loan.
- b. They refused to loan me legal tender or other depositors' money to fund the alleged bank loan check.
- c. The bank misrepresented the elements of the alleged agreement to the alleged borrower.
- d. There is no bona fide signature on the alleged promissory note.
- e. The promissory note is a forgery.
- f. The promissory notes—with my name on it— obligates me to pay \$179,000 and \$400,000 plus interest, giving it value today of over \$ 500.000 and over \$700,000 if it were sold to investors.
- g. The bank recorded the forged promissory note as a loan from me to the bank.
- h. The bank used this loan to fund the alleged bank loan check back to me.

- 213 i. The bank refused to loan me legal tender or other depositors' money in the amount of \$100,000  
214 or repay the unauthorized loan it recorded from me to the bank.
- 215 j. The bank changed the cost and the risk of the alleged loan.
- 216 k. The bank operated without my knowledge, permission, authorization, or agreement.
- 217 l. The bank denied me equal protection under the law.
- 218 m. The bank refused to disclose material facts of the alleged agreement and refused to tell me if  
219 the agreement was for me to fund the alleged bank loan check or if the bank is to use the bank's  
220 legal tender or other depositors' money to fund the bank loan check.
- 221 n. They refused to disclose whether the check was the consideration loaned for the alleged  
222 promissory note.
- 223 o. The bank failed to disclose if the promissory note is money or not money.
- 224 q. It appears the bank recorded the promissory as an unauthorized loan from me to the bank.

### RICO ACTION

226 The Supreme Court found that the Plaintiff in a civil RICO action need establish only a criminal  
227 "violation" and not a criminal conviction. Further, the Court held that the Defendant need only  
228 have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to  
229 constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the  
230 Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has  
231 suffered some type of special Racketeering injury; all that the Plaintiff must show is what the  
232 Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be  
233 liberally construed to affect the Congressional purpose as broadly formulated in the statute.  
234 *Sedima, SPRL v. Imrex Co.*, 473 US 479 (1985)

### **Slander of Title:**

236 The defendants have caused to be recorded various documents including an unlawful foreclosure  
237 which constitutes slander of title and the plaintiff should be awarded resulting damages to be  
238 fully proved at the time of trial.

### **Slander of Credit:**

240 The plaintiff allege that the actions and inactions of the defendants have impaired her credit  
241 causing them to lose the ability to have good credit entitling them to damages, including  
242 statutory punitive damages pursuant to state and federal law, all to be proved at the time of trial.

243 **Infliction of Emotional Distress:**

244 The defendants have intentionally and negligently taken illegal actions, which have caused the  
245 plaintiffs severe emotional distress. The attack on the plaintiff's home using a statute that is not a  
246 valid law if fraud on the court. The fact part of the original agreement is missing from the contract  
247 filed in the state foreclosure case is a clear showing of illegal intent to cause distress.

248

249 **Damages:**

250

251 The plaintiff is seeking damages for wrongful foreclosure, and he has shown that  
252 (a.) there was an irregularity in the foreclosure sale and  
253 (b.) the irregularity caused the plaintiff damages. See University Sav. Ass'n v. Springwoods.  
254 Unless enjoined, the plaintiffs will suffer irreparable harm and will not have an adequate remedy  
255 at law. As a proximate result of the negligent actions of all the defendants, the plaintiffs have  
256 suffered consequential damage and will continue to suffer additional damage in an amount to be  
257 fully proved at the time of trial. Plaintiff has been Brutally Financially Abused of numerous hidden  
258 parties claiming ownership of my properties including bogus servicers, debt collectors, pretender  
259 lenders, The judges, The attorneys, The bankruptcy Trustees and The Lending Institutions. My  
260 children and I have endured years of intentional deception and financial abuse by hidden players  
261 attempting to steal our homes, including this court complicity. I Pray that this Supreme Court bring  
262 JUSTICE to my family and I so that we regain the TRUST in the Highest Regard we once had for  
263 the Judicial System of United States of America.

264

265 **Attorney's Assets:**

266 The plaintiff would like to have the attorneys see what it feels like to face have their home taken  
267 and their family facing displacement.

268

269 **Wherefore**, having set forth the various causes of action against the defendants, the plaintiffs pray  
270 for the following relief:

271

272 1. To be granted the 250,000,000 Dollars in punitive and compensatory damages.

273

274 2. The court to award the attorneys' assets to the plaintiff.

275

276 3. The court orders the attorneys to discharge the alleged debt.

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278 4. The court voids the foreclosure judgment.

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280 5. This court voids the foreclosure sale process.

281

282 6. To have the alleged debt discharged.

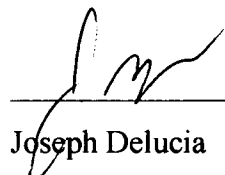
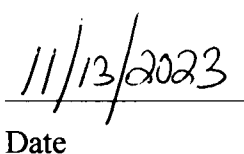
283

- 280 7. That the Plaintiff be awarded consequential damages to be fully proved at the time of trial;
- 281 8. That the Court grants any other relief that may be just or equitable.
- 282 9. The defendants contact the credit reporting agencies and correct the false information that was
- 283 reported to them.

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\_\_\_\_\_  
Joseph Delucia  
\_\_\_\_\_  
Date

287

Without Prejudice UCC 1-308

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303

Reset FormVERIFICATION


Joseph DeLucia (YOUR NAME), being duly sworn, deposes and says:

I am the plaintiff in the above-entitled action. I have read the foregoing complaint and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true.

  
[Signature]

Joseph DeLucia [Printed]  
Plaintiff

Sworn to before me this  
13<sup>th</sup> day of Nov, 200223

  
Notary Public

SUSAN LOUGHLIN  
Notary Public - State of New York  
No. 04LO6430887  
Qualified in Queens County  
Commission Expires March 21, 2026